3080.

SUPREME COURT OF THE UNITED STATES.

No. 95.

JONATHAN CROCKETT, ARCHIB'D C. SPALDING, JOHN GREGORY, CHRISTOPHER DYER, AND NATHANIEL DYER, LIBELLANTS AND APPELLANTS,

vs.

THE STEAMBOAT ISAAC NEWTON, HER TACKLE, &c.; ISAAC NEWTON, CLAIMANT.

APPEAL FROM THE CIRCUIT COURT UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK.

INDEX.

	Original.	Print.
Clerk's certificates	1	1
Libel	3	1
Stipulation for libellants' costs	7	3
Consent to waive process	8	4
Claimant's stipulation for costs	9	5
" " for value	10	5
Answer and claim of Isaac Newton	11	6
Replication to answer and claim	17	9
Testimony of Mark Perry	19	10
" " Sewill Getthel	20	11
" " Marcellus Gitthel	21	11
" " Hartshorn Hallet	21	11
" " William Groshon	21	11
Respondent's testimony	22	11
Testimony of Peter A. Bradt	22	11
" " Wm. H. Peck	24	12
" " Francis Jesson	25	13
" " John Mead	26	14
" " Henry Haven	26	14
" " William B. Nelson	27	14
" " Hiram Holingbeck	27	14
Libellants' witnesses	28	15

GIDEON, Printer, 511 Ninth street, Washington, D. C.

	Original.	Print.
Testimony of Richard Poiner	28	15
" " Capt. Storer	28	15
Respondent's evidence	29	15
Testimony of Michael Bunt	29	15
Libellants' witnesses	30	16
Testimony of Capt. Storer	30	16
" Capt. Joshua Robinson	30	16
" John T. White	30	16
" Jesse Ames	30	16
" Capt. Groshon	31	16
" Capt. Hitchcock	31	16
Decree of district court	32	16
Notice of appeal	33	17
Appeal bond	34	17
Petition of appeal to circuit court	36	18
Decree of circuit court	39	19
Appeal to Supreme Court U. S	40	20
Appeal bond	43	21
Citation	45	22
Affidavit of service	46	23

UNITED STATES OF AMERICA,
Southern district of New York, ss:

I, John W. Nelson, clerk of the circuit court of the United States of America for the southern district of New York, in the second circuit, do hereby certify, that the writings annexed to this certificate are true copies of their respective originals on file, and remaining of record in my office.

In testimony whereof, I have caused the seal of the said court to be hereunto affixed, at the city of New York, in the southern district of New York, in the second circuit, this twentieth day of January, in the year of our Lord one thousand eight hundred and fifty-five, and of the independence of the United States the seventy-ninth.

[L. S.]

JOHN W. NELSON, *Clerk.*

UNITED STATES OF AMERICA,
Southern district of New York, ss:

I, George W. Morton, clerk of the circuit court of the United States of America for the southern district of New York, in the second circuit, do hereby certify, that the writings annexed to this certificate are true copies of their respective originals on file, and remaining of record in my office.

In testimony whereof, I have caused the seal of the said court to be hereunto affixed, at the city of New York, in the southern district of New York, in the second circuit, this twenty-seventh day of February, in the year of our Lord one thousand eight hundred and fifty-two, and of the independence of the United States the seventy-sixth.

[L. S.]

GEO. W. MORTON.

At a stated term of the circuit court of the United States of America for the southern district of New York, in the second circuit, held at the city hall in the city of New York, on Monday, the third day of November, in the year of our Lord one thousand eight hundred and fifty-one:

Present, the honorable Andrew T. Judson.

JONATHAN CROCKETT et al.
vs.
THE STEAMBOAT "ISAAC NEWTON," her tackle, &c.

Sept. 4, 1850.

The libellants file their libel in the words and figures following:

To the honorable Samuel R. Betts, judge of the district court of the United States for the southern district of New York:

The libel and complaint of Jonathan Crockett, Archibald Spalding, John Gregory, Christopher Dyer, and Nathaniel Dyer, of East Thom-

aston, in the State of Maine, owners of the schooner Hero, against the Steamboat "Isaac Newton," her engine, tackle, apparel, and furniture, and all persons lawfully intervening for their interest in the same, in a cause of collision civil and maritime, alleges as follows:

First. That the libellants are now, and were at the times hereinafter mentioned, the only true and lawful owners of the schooner "Hero," her tackle, apparel, and furniture.

Second. That on the morning of the seventeenth day of July, in the year eighteen hundred and fifty, the said schooner "Hero," outward bound to Portsmouth, New Hampshire, was endeavoring to get under way from pier No. 15, in the Hudson river, in the harbor of New York, the wind being very light and southerly, the tide running ebb, and after much time and difficulty had succeeded in getting clear of the piers, and was just taking the wind, what little there was, at a point some distance below said pier 15.

Third. That while so situated, and before she had acquired steerage-way, those on board said schooner observed a large steamboat coming towards them, which afterwards proved to be the large and fast sailing steamboat the "Isaac Newton," just coming in from Albany. That said schooner was full in sight of the steamboat, and as soon as the dangerous direction of said steamboat was observed the master of said schooner hailed the said steamboat to back, and the schooner was hailed from the steamboat to put the helm hard down, which was done, but the schooner, from the want of wind and steerage-way, was helpless. That notwithstanding such request of the said master, and the helpless condition of his schooner, those on board of said steamboat neglected to back her, and so carelessly and negligently managed her that she ran into and afoul of the said schooner "Hero," and so injured her as to cause her to sink, or fill instantly and capsize.

Fourth. That the said schooner was of the burthen of one hundred tons or thereabouts, and was tight, staunch, and strong, having been recently repaired, and was laden with a valuable cargo, the freight of which would have amounted to a large sum.

Fifth. That the said schooner was at that time well and sufficiently manned and equipped, tackled, and appareled, and had a watch on deck, and was where she had a right to be, and the master and crew were on deck, and were ready to do, and did, everything in their power to avoid said collision, which was occasioned solely by the fault of said boat, and the ignorance, carelessness, or misconduct of those on board of her, and not by any fault of those on board the said schooner.

Sixth. That by reason of the premises, the libellants claim to be entitled to receive of said steamboat the damages occasioned by said collision, including the expenses of saving her, the loss of time, the demurrage, the loss of freight and business, and the particular and general injury to said vessel, her tackle, &c., as they shall be proved in this cause, and which amount to between two and three thousand dollars.

Seventh. That all and singular the premises are true, and within the admiralty and maritime jurisdiction of the United States and of this honorable court.

Wherefore the libellants pray that process, in due form of law, according to the course and practice of courts of admiralty and of this honorable court, may issue against the said Steamboat "Isaac Newton," her tackle, apparel, engine, boilers, machinery, and other furniture, wheresoever the same may be found, and that all persons having or pretending to have any right, title, or interest theirein may be cited to appear and answer upon oath all and singular the matters so articulately propounded; and that this honorable court would be pleased to pronounce for the damages aforesaid, and otherwise right and justice to administer in the premises, and also condemn the said Steamboat "Isaac Newton," her tackle, apparel, engine, boilers, machinery, and other furniture, and all persons intervening for their interest therein, in costs.

JONATHAN CROCKETT,
By JOHN T. WHITE.

SOUTHERN DISTRICT OF NEW YORK, *ss:*

John T. White, of said city, merchant, being duly sworn, says, that he has read or heard read the foregoing libel, and knows the contents thereof, and the same is true to the best of his information and belief; that he is the agent and attorney in fact of the said libellants, who are now absent from this district.

JOHN T. WHITE.

C. L. BENEDICT, *Proc.*
E. C. BENEDICT, *Adv.*

Sworn to before me this 2d day of September, 1850.

CHAS. NEWTON, *U. S. Com'r.*

Libel as amended filed Sept. 4, 1850.

And thereupon the libellants file a stipulation for costs, as follows:

DISTRICT COURT OF THE UNITED STATES,
For the southern district of New York.

Filed the 5th day of August, 1850.

Stipulation for libellants' costs, entered into pursuant to the rules and practice of this court.

Whereas a libel was filed in this court, on the fifth day of August, in the year of our Lord one thousand eight hundred and fifty, by Jonathan Crockett et al. against the Steamboat Isaac Newton, her tackle, &c., for the reasons and causes in the said libel mentioned, and praying that the said steamboat may be condemned and sold to pay the demands of the libellants; and the said libellants and John T. White, surety, parties hereto, hereby consenting and agreeing that, in case of default or contumacy on the part of the libellants or their sureties, execution may issue against their goods, chattels and lands for the sum of two hundred and fifty dollars:

Now, therefore, it is hereby stipulated and agreed, for the benefit of whom it may concern, that the stipulators undersigned shall be and are bound in the sum of two hundred and fifty dollars, conditioned that the libellants above named shall appear and answer, &c., and abide by the final decree entered in the cause, and shall pay all such costs as shall be awarded against them by this court, or, in case of appeal, by the appellate court.

JONATHAN CROCKETT,
Per Jno. T. White, agent,
JNO. P. WHITE.

Taken and acknowledged, this 6th day of August, 1850, before me.
GEO. W. MORTON,
U. S. Commissioner.

SOUTHERN DISTRICT OF NEW YORK, *ss:*

John T. White, party to the above stipulation, being duly sworn, doth depose and say, that he resides in Brooklyn, New York; that he is worth the sum of five hundred dollars over and above all his just debts and liabilities.

JOHN T. WHITE.

Sworn to this 6th day of August, 1850, before me.
GEO. W. MORTON,
U. S. Commissioner.

Recorded the day of 185 .

U. S. DISTRICT COURT.

JONATHAN CROCKETT et al.
vs.
THE STEAMBOAT "ISAAC NEWTON," &c.

A libel having been filed in this cause, I hereby consent that no process issue therein, provided the owners of said vessel file a claim, and, with Daniel Drew as surety, enter into the usual stipulations for costs and value, the latter in the sum of $3,000; the same to be executed in the same manner as if given upon discharge of the property on arrest.

All fees already incurred to be paid into court, publication to be waived, and an answer filed on or before 20th of August instant; otherwise, default to be entered.

August 5, 1850.

I consent to appear for the claimant, and that an order be entered pursuant to the above consent; the stipulation for value to represent the vessel.

August 5, 1850. HENRY B. COWLES.

Consent to waive process filed August 5, 1850.

DISTRICT COURT OF THE UNITED STATES,
For the southern district of New York.

Stipulation for claimants' costs.

Filed the 5th day of August, 1850.

Stipulation entered into pursuant to the rules and practice of this court.

Whereas a libel was filed in this court on the fifth day of August, in the year of our Lord one thousand eight hundred and fifty, by Jonathan Crockett and others, against the Steamboat Isaac Newton, her tackle, &c., for the reasons and causes in the said libel mentioned, and praying that the said steamboat, her tackle, &c., may be condemned and sold to pay the demands of the libellants; and the parties hereto hereby consenting, that in case of default or contumacy on the part of the claimants or their sureties, execution for the sum of two hundred and fifty dollars may issue against their goods, chattels, and lands:

And whereas, also, a claim is about to be filed in said cause by Isaac Newton and others: Now, therefore, it is hereby stipulated and agreed, for the benefit of whom it may concern, that the stipulators undersigned shall be, and are hereby, bound in the sum of two hundred and fifty dollars, conditioned that the claimants above named shall pay all costs and expenses which shall be awarded against them by the final decree of this court, or, upon an appeal, by the appellate court.

D. DREW.

Taken and acknowledged this 5th day of August, 1850, before me.
GEO. W. MORTON,
U. S. Commissioner.

SOUTHERN DISTRICT OF NEW YORK, *ss:*

Daniel Drew, party to the above stipulation, being duly sworn, deposes and says, that he is worth the sum of five hundred dollars, over and above all his just debts and liabilities.

D. DREW.

Sworn to this 5th day of August, 1850, before me.
GEO. W. MORTON,
U. S. Commissioner.

DISTRICT COURT OF THE UNITED STATES,
For the southern district of New York.

In admiralty.

Filed the 5th day of August, 1850.

Claimants' stipulation for value, entered into pursuant to the rules and practice of this court.

Whereas a libel was filed on the fifth day of August, in the year of our Lord one thousand eight hundred and fifty, by Jonathan Crockett et al., against the Steamboat Isaac Newton, for the reasons and causes in the

said libel mentioned; and whereas the parties in interest have agreed to file stipulations for costs and value, the latter in the sum of three thousand dollars, in lieu of the said steamboat being in the custody of the marshal, under the process to be issued in pursuance of the prayer of said libel, and further consenting to appear and answer the libel on file on or before the 20th instant, and failing so to do, the defaults to be entered, the stipulations for value to represent the vessel, as appears from said consent now on file in said court; and the parties hereto hereby consenting and agreeing, that in case of default or contumacy on the part of the claimants or their sureties, execution for the above amount may issue against their goods, chattels, and lands:

Now, therefore, the condition of this stipulation is such, that if the stipulator undersigned shall at any time, upon the interlocutory or final order or decree of the said district court, or of any appellate court to which the above-named suit may proceed, and upon notice of such order or decree, to Henry B. Cowles, esquire, proctor for the claimant of said steamboat, abide by and pay the money awarded by the final decree rendered by the court or the appellate court, if any appeal intervene, then this stipulation to be void, otherwise to remain in full force and virtue.

D. DREW.

Taken and acknowledged this 5th day of August, 1850, before me.

GEO. W. MORTON,
U. S. Commissioner.

SOUTHERN DISTRICT OF NEW YORK, *ss:*

Daniel Drew, party to the above stipulation, being duly sworn, deposes and says, that he is worth the sum of six thousand dollars, over and above all his just debts and liabilities.

D. DREW.

Sworn to this 5th day of August, 1850, before me.

GEO. W. MORTON,
U. S. Commissioner.

DISTRICT COURT OF THE UNITED STATES,
For the southern district of New York.

The answer and claim of Isaac Newton, of the city of New York, one of the owners of the Steamboat "Isaac Newton," for himself and the other owners of said steamboat, to the libel and complaint of Jonathan Crockett, Archibald Spalding, John Gregory, Christopher Dyer, and Nathaniel Dyer, of East Thomaston, in the State of Maine, alleged owners of the schooner "Hero," against the Steamboat "Isaac Newton," her engine, tackle, apparel, and furniture.

This respondent, saving and reserving to himself all manner of exception and advantage that may be had and taken to the manifold errors, uncertainties, and insufficiencies in the said libel contained, for answer

thereunto, or to so much thereof as he is advised it is necessary or material for him to make answer unto, answering, says:

First. That he has no knowledge and no information save from the said libel, and cannot state, as to his belief or otherwise, whether the said libellants, or any of them, were at the times in the first article of said libel alleged, or at any time, or now are the true and lawful owners of the schooner "Hero," her tackle, apparel, and furniture, as in the said first article alleged, or who were or are the owners thereof.

Second. That he has no personal knowledge of the matters in the second, third, and fifth articles of said libel alleged, but has been informed and believes that the same are in great part incorrectly and untruly alleged, and that the real facts of and in respect to the collision in the said libel mentioned and referred are as hereafter in this his answer stated; and he, upon information and belief, denies each and every of the allegations in the said second, third, and fifth articles contained, which are inconsistent with or varying from the allegations hereinafter made.

Third. That the said Steamboat "Isaac Newton" belongs to a regular line of steamboats plying between New York and Albany, on the North river, for the conveyance of the United States mail, freight, and passengers, leaving one of those places in the evening of one day, and arriving at the other in the morning of the next day thereafter; that as this respondent is informed and believes, the said steamboat on the seventeenth day of July, in the year one thousand eight hundred and fifty, between the hours of seven and a half and eight o'clock in the morning, arrived at New York from Albany on one of such her regular trips, and, rounding to some distance out in the river, made for her dock on the south side of pier No. 16, on the North river, between Liberty and Courtland streets, the same being her regular, well known, and advertised place of landing, and receiving passengers and freight; that at the time aforesaid there was directly abreast or in front of such her dock, and some little distance out in the river, a steamboat-tow, consisting of a large number of vessels and boats, and there were also many other vessels near by, so situated in respect to such dock that there was but one way or space left open by which the said steamboat could then reach her said dock; that the said steamboat rounded to and made for her said dock through such open way or space, the same being between a brig and a ship lying out in the river below the said dock, and a few hundred feet distant from each other; that when the said steamboat was passing between the said brig and ship, moving slowly through the water, on her way to her said dock, the said schooner "Hero" was first seen, by those in charge of the said steamboat, heading directly on to the said steamboat; that the said schooner then had her mainsail and jib up, and all of the foresail, except the peak, and the crew on board of her were swaying that up; that those in charge of the said steamboat, immediately upon seeing the said schooner, hailed her, and asked those on board of her where they were coming or where they were going to, and at the same time stopped and backed the said

steamboat; that at the time of such first hail, there was no one at the helm of the said schooner, but immediately thereafter a man went from the forward part of the said schooner to her helm, and he was told, by those in charge of the said steamboat, to put the helm of the said schooner hard down, which he did; but soon, and just as the said schooner was beginning to luff, he shifted her helm and hove it hard up; that thereupon those in charge of the said steamboat told him to put his helm hard down and keep it there, which was done; but soon after, the said steamboat and schooner came together, the steamboat striking the schooner a light blow a few feet from her stern; that as soon as the said schooner was seen, the said steamboat was stopped and backed, and continued backing until they came together; but immediately thereupon, she was started ahead, to keep her clear of the said ship, which was then under her stern, and which she was in imminent danger of running afoul of by reason of her being so stopped and backed as aforesaid to avoid collision with the said schooner, and as soon as she had gone ahead far enough to clear the said ship, she was again backed and got free from the said schooner; that all of those in charge of said schooner, except one, immediately after the collision, left her and made no efforts to save her, or the property on board of her, although they were requested by those in charge of the said steamboat to get her into one of the slips near by, which they could have done, and thereby have saved great loss and damage; that before and at the time of the said collision, there was a snug breeze from the southeast, and the tide ebb running pretty strong, and the said schooner had sufficient headway to mind, and did mind her helm; and that if those in charge of the said schooner, even at the time of the second hail heretofore mentioned, had put her helm hard down and kept it there, as it was their duty to have done, the collision would have been avoided, or very slight, if any, damage would have happened thereby.

Sixth. That before and at the time of the said collision, as this respondent is informed and believes, the said steamboat was in the prosecution of her lawful voyage, and was skilfully, carefully, and properly managed, and those in charge of her did everything that it was possible for them to do, to avoid a collision with the said schooner; but that the said schooner was old, rotten, and unseaworthy, and had not on board of her competent hands, or a competent master to manage and navigate her safely and securely, and that the said collision was occasioned by the negligence, carelessness, unskilfulness, and inattention, or the wilful misconduct of those in charge of the said schooner, and not from any fault, omission, or neglect, of those in charge of the said steamboat.

Fifth. That he has no knowledge and has no information save from the said libel, and cannot state, as to his belief or otherwise, what was the burthen of the said schooner, or whether or not she had been recently repaired, or was laden with a valuable cargo, or what was her cargo, or what was, or would have been, the freight of it; but he denies, upon information and belief, that the said schooner was at the time for

that purpose in the fourth article of said libel alleged, light, strong, and staunch, as therein alleged.

Sixth. That he denies that the said libellants are entitled to recover of said steamboat the damages in the sixth article of said libel claimed, to the amount therein claimed, or any damages whatever.

Seventh. That he admits that the matters complained of in the said libel are within the admiralty and maritime jurisdiction of the United States, and of this honorable court.

Eighth. That all and singular the premises are true as herein alleged.

Wherefore the said respondent prays that this honorable court would be pleased to pronounce against the libel aforesaid, and to condemn the said libellants in costs, and otherwise law and justice to administer in the premises. I. NEWTON.

HENRY B. COWLES,
Proctor for cl'mts and resp'ts.
GEO. C. GODDARD, *Adv.*

SOUTHERN DISTRICT OF NEW YORK, *ss:*

On this 21st day of September, one thousand eight hundred and fifty, personally appeared before me Isaac Newton, who, being duly sworn, did depose and say, that he had heard read the foregoing answer subscribed by him, and knew the contents thereof, and that the same was true, of his own knowledge, except as to the matters therein stated on his information and belief, and that as to those matters, that he believes it to be true.

J. W. NELSON, *U. S. comm'r.*

Answer and claim of Isaac Newton filed September 21, 1850.

Sept. 23, 1850.

The libellants file the replication in the words following:

To the honorable Samuel R. Betts, judge of the district court of the United States for the southern district of New York.

The replication of Jonathan Crockett, Archibald Spalding, John Gregory, Christopher Dyer and Nathaniel Dyer, of East Thomaston, in the State of Maine, owners of the schooner "Hero," libellants, to the answer and claim of Isaac Newton, one of the owners of the Steamboat "Isaac Newton," intervening for the interest of himself and the other owners of the said steamboat, defendant, alleges, that they, the said libellants, will aver, maintain, and prove their libel to be true, certain, and sufficient; and that the said answer and claim of said defendant is uncertain, untrue and insufficient; and they humbly pray, as in and by their said libel they have already prayed.

C. L. BENEDICT,
Proct. for lib'ts.

Replication filed September 23rd, 1850.

At a stated term of the circuit court of the United States of America for the southern district of New York, in the second circuit, held at the city hall, in the city of New York, on Thursday, the twenty-third day of October, in the year of our Lord one thousand eight hundred and fifty-one:

Present, the honorable Andrew T. Judson, district judge.

JONATHAN CROCKETT et al.
vs.
THE STEAMBOAT ISAAC NEWTON, her tackle, &c.

This cause being called in its order on the calendar—Ordered hearing.

Testimony from the minutes of Judge Judson.

U. S. DISTRICT COURT,
Southern district of New York.

October 23, 1851.

AUGUSTUS LORD
vs.
STEAMBOAT "ISAAC NEWTON." } Schooner "Hero."—Cargo.

Collision.

JONATHAN CROCKETT
vs.
STEAMBOAT "ISAAC NEWTON." } Schooner "Hero."—Vessel.

Mr. Benedict, for libellants.
Mr. Van Santvoord, do.
Mr. Cowles and , for respondents.

These two causes heard together, per agreement of parties.

Testimony.

Mark Perry.—When cargo was put in, the schooner was lying S. side the pier 15—520 bbls. flour, 1564 bu. corn. She was stern in. 500 for Lord, 500 for James M. White & Son. Bill of lading No. 1—500 barrels. Finished loading July 17, 1850; bound to Portland. Commenced about sunrise, at lower end of pier 15, and hove her out—took an hour; got round the end of the pier; wind light, tide running yet; stern up, put up main and line to stern. She went down and struck pier 16; took poles and oars, shoved her off—heading about west; commenced hoisting foresail; off pier 12, below Cedar st., at the time of collision; there were vessels at 13 and 14; at the time of collision foresail not up. I was at helm; there all the time after we left the dock. When I first saw the "I. N." the steamer had got round an English brig. Mate said to me, A steamboat coming; and I replied, "My helm hard down." Boom toward starboard; that turned her bow to southard; kept it hard down; boat within 10 feet of us; mate had run aft. Went forward; left the helm hard down in the becket, to keep it there; heard the hail—but the helm was hard down before the hail. I hailed the S. B., "Back your boat, or you will be

into us." She struck us by cat-head; she went in about 6 feet—2 or 3 feet below water line. The S. B. backed out, and told me to get into the dock; could not get her in. Pilot came on board and took the wheel; she went over on her side—larboard quarter out; she drifted down. Groshon got a steamboat, and took her round to Battery; chain cable went to White, and she was taken to the Battery. She parted cable and drifted on to a rock—up East river.

Cross-examined.—Live at Rockland, M. She had 4 lower sails—gaff, top, and staysails—mainsail, foresail, jib and flying jib; crew 4, besides myself—mate, two men, and steward; collision about 7 a. m.; 99 tons; one extra man; had not sufficient wind for steerage.

Sewil Getthel.—Was mate of the "Hero;" pier 15, S. side; an eddy tide set us up to pier 16; shoved off with poles and oars; mainsail and two jibs. Got clear of 16; got ready to hoist foresail. I was forward, getting under way. She came round the brig; took a sheer, and run straight for us—came into our starboard bow; saw the cut timber sound—one timber cut off was new. Capt. was at wheel; a second before she struck he ran forward. I was leaving to go aft—looked at the helm; Le Becket wheel hard starboard; wheel lashed; not enough for steerage way. I hailed first: Heave your wheel hard up, or you will be into us. Nothing could have been done to avoid the collision; the S. B. did not stop going ahead, nor the wheels, until after the hail.

Marcellus Gitthel—Agrees to all the other witness says, except what he says about the brig.

Cross.—6 years a coaster; when I first saw the S. B. she was coming head on; before the hail.

Hartshorn Hallet.—Capt. of a barge, and saw the collision, and was standing on the outer end of pier 19; from me, the collision took place in a range of Gibbet island, ⅓ over—about abreast the foot of Cedar street; wind S. westerly and light, tide running ebb. Saw them come together; saw nothing to westward of collision. The S. B. could have stopped her wheels, or gone to westward of her—nothing in the way that I saw. Saw a number of vessels below, some distance off.

Cross-examined.—There was a steamboat tow—how many did not notice; Hart's basin.

William Groshon.—Am Pilot; went on board the "Hero" after the collision; in a sinking condition, helpless; she drifted down below the Battery, and got a tow-boat and hauled her up to the Battery. Anchor would not hold; moored her there with a wrecker. Saw them together, and went immediately on board; she was flat down, masts in the water, so that the sails could not be got off.

FRIDAY MORNING, *October* 24, 1851.

Respondents' testimony.

Peter A. Bradt.—Am pilot of the "I. Newton" 2 years last July; 9 years a pilot; was pilot in July, 1850. The Isaac Newton run on the N. R. to Albany, night line, leaving at 6 p. m., arrived here usually be-

tween 6 and 7 a. m. July 17, 1850, got in between ½ past 7 and 8 a. m. South side Courtland st., her berth S. side of pier 16; the vessels were very full about the river in the range of occurrence; more than usual; abreast of Hart's basin and our dock lay a large tow; kept off a proper distance; rounded to a little below our dock, on account of vessels in the way, and the only opening I could see was under the stern of a brig and the bows of a ship. The schooner was discovered while we were getting clear of the brig and two ships; the schooner below the tow; coming down we stopped under the stern of the brig; capt. singing out, Give her a turn so as to go clear the two ships; I did so and saw the schooner; got inside the brig, with the steamboat from her; straightened up long side the brig, stern slewing in toward the shore; wind S. E., a little off town; snug little breeze, so that a vessel could go up against tide; ebb tide 1½ hour; saw vessels; noticed a sloop going past against tide, boom over larboard quarter; saw the schooner, men aboard getting up foresail; saw no one at helm till after hail; as soon as I discovered schooner, asked her where she was coming or wanted to go to; heard no answer; *heard no answer;* I sung out, Put the helm hard down; saw a man leave foremast and run aft; saw him down leeward of the boom, he put helm down but altered again; saw that by alteration of the helm she payed off; I sung out, Put your helm hard down and keep it down; a traveling wheel; I stopped and backed the steamboat; engine worked back the engine, but the ship under her stern prevented my going the boat back; our stern struck the schooner on her starboard bow, broke in plank, and struck in between the timbers; gave her a turn or two after we had come together; saw the schooner's people jumping in the small boat after we got clear; Capt. Peck told me to start and run into the slip; after we got into our dock I went out and saw her cant down; I could not have done anything different; stopp'd my boat still. Had the schooner put her helm hard down when I hailed, she would have shot down alongside of us, and would have avoided our stern; she would have brushed our wheel—boom starboard side; if the wind had been W. S. W. she could not have got there; 150 or 175 yards out; when first discovered her she was off a little more than the length of our boat from us, as I came out under the stern of the brig; about as strong as a pumpkin; saw her after; an old vessel; our copper not broke, nor our stern; no mark but of rotten wood.

Cross-examined.—Stopped his boat, to be in shape to get by the brig and ships; the tow was in my way rounding to, in getting to the dock; the tow was heading up the river—down tow; the brig was at anchor; about 175 or 200 yards; ships at anchor; we want a little more than half the river. I was in pilot-house when we discovered the schooner; N. is 345 feet long.

Wm. H. Peck.—Capt. of I. Newton; 20 years engaged in steamboats and sails; capt. 15 years. I was on the upper deck or hurricane deck—the usual post for me when coming into port; probably 100 sail between Courtland street and Battery; we came down between the

two ships and the brig, as the only opening we saw to get through; there was a large tow in the neighborhood of Courtland st.; kept near the Jersey shore; rounded to; slewed her, when we commenced swinging; stopped just before we got to the brig; backed the engine; saw the schooner as we were heading round the brig; stern of the schooner in sight; ½ the width of the Newton; 40 feet. I said at the time she would run in; ordered pilot to hail, and tell schr. to put helm hard down; hailed twice in the same way; saw no person at the helm when we first hailed; nor at no time. Schr. had mainsail and jib up, swaying foresail; went aft; saw we were coming in contact with one of the ships with our stern; "Go ahead," just before the collision; pilot said he could not go ahead; went forward, saw the schooner, and we struck; did not go ahead till we struck; it was necessary to go ahead to preserve the boat; wind S. E.; blew off the city; schooner's boom a-starboard; ebb tide; snug sailing breeze; nothing could have been done by us to avoid the collision. If the schr. had put and kept her helm hard down, she would have cleared us, I think; schooner pointing S. S. W. as near as I could judge; pilot-house about 25 feet high from the main deck; there are always deck hands on the forward deck; there were such on the 17th on the look-out; schooner careened in 20 or 30 m. I asked the schooner why did not square away and run into the slip; they replied they did not know what to do; they got some things out of cabin, and the hands went into the small boat; I think they might have got her in before she went down; the schr. could not get out of the slip with a S. wind; without wind enough to give them steerage, she would have drifted against the dock.

Cross-examined.—Vessels as high up as Liberty street; there were vessels above the brig at anchor. Because we could not round to sooner; I think I saw men at the bow, but will not say for certain. Did not order any one to stand on look-out; it never has been the practice for a special look-out, except in a fog there is a look-out in the stern; they had wind enough to stem the tide and carry her into the dock main. The duty of the hands on forward deck is to get the lines ready; I knew Michael Blunt—she carried the U. S. mail; the great N. mail; perceived no jar; so no injury to our stern, no bruise.

Francis Jesson.—Am steamboat pilot; was in steamboat "Troy" in 1850; remember the 17th July; saw the "Hero" and the "Newton" just when they got clear; came with our boat that morning from Albany; arrived before the "Newton," an hour before; it might not have been an hour; below Courtland street; a number of vessels at anchor; some above; our dock is next north of "Newton;" a short pier; and we came in head down; wind S. E. at the time of collision; snug breeze; a sloop going up against tide, two miles an hour; when they got clear, the sloop was sailing by our slip; saw no tow; no recollection of that; saw the "Hero" after the injury; went board south of the dock, saw where she was struck. The tide was 2½ feet in; schooner was pretty good age; schooner wore round, and stood up the river, head up; we wondered why they did not make sail on her, and bring her into the

slip, ½ an hour before she careened over; no trouble in getting her in with ebb tide; putting helm down, she would have gone in with ebb tide.
X-Ex.

John Mead.—Steamboat hand; in Troy; a deck man in 1850; saw the collision; I was top the hurricane deck of Troy, and saw the collision; saw the schooner go out; saw the N. come round, make a turn or two back; saw some one run from forward aft, and put the helm down; I then saw them shove it up, to keep her off; she felt and changed course, W., S. and E.; schooner pointed about S. W.; boom off a-starboard side; the engine of the N. was stopped when they came together, just before the engine was going back, the boat was about stopped; did not hear the hail; if the schr's helm had been hard down, I think she might have cleared, or only rubbed her side.
X-Ex.

Henry Haven.—Am pilot of the Troy; in 1850 was 2nd pilot of the Troy; saw the schooner after they were clear; wind was east of S., of land light breeze; a light vessel would work; wind enough for that; saw one sloop go up 200 f. from dock; there were a great many vessels to an anchor; 20 m. or more before she careened over; after she was clear, she wore round up river; main sheet slacked off; had her own way; her main peak down, up against the tide; did not go ahead much; if they had attended to the vessel instead of the small boat and clothes, they might have got her in; in 15 m. they put their chests in small boat.
X-'d.—Most vessels below.

Willam B. Nelson.—Saw the collision from my shop window between Liberty and Cedar; below the "Newton's" berth; I took it the schooner run into the steamboat; if the schooner had put helm down, she would have avoided the accident; wind E. S. E., about enough to fill sails; saw two going up, one on this, and one on the Jersey side; same time about; did not see any one at the helm; saw two men by foremast; saw no one at the helm at any time preceding; the engine was stopped when they struck; saw a ship and a brig off pier 12; saw the "I. N." round in between the brig and ship; I saw a tow ahead, of some kind; there was a steamboat lying above.
X-Ex.

Hiram Holingbeck.—On board "I. N." as wheelsman, and was at the wheel on the 17th July; saw the schooner as we rounded to; more vessels than common; we were slow before we saw the schooner getting our head up river; did; stopped as pilot hailed; no answer; can't say about a 2nd hail; pilot told them to put helm hard down; no one at the helm; they run to helm; she minded that W., hauling off east shore; not much of a jar; Capt. Peck asked them why they did not try to get in shore; ½ an hour before she careened; if her helm had been put down, the schooner would have gone round without danger; wind enough to give good steerage.
X-Ex.

Libellants' witnesses.

Richard Poiner.—Am shipwright; saw the break in the schooner; seven plank; seven deck plank; 1 beam, 5 timbers, 5 stancheons; a good deal of smaller work; the wound showed the shape of a sharp vessel, almost across the vessel, square in; plank and timbers sound, good size; 10 by 6 inches; old, but sound; broke off; cut in on deck plank 7 at an average of 1 foot; on the side cut down between 5 and 6 feet below the plank shear; width between 4 and 5 feet; saw her out in the river; not aboard; plank 2½; rails 4 inches, besides plank on bottom, 2½ deck, 2½ or 3.

Capt. Storer.—(U. U.) Master Warden; surveyed the schr. "Hero;" this is a copy, with the official seal on it from the office; I surveyed the vessel, and found the vessel with a hole in her bow; deck and bottom and bend plank broken; sound wood, no rotten wood about her; sides bruised; 5 timbers, 5 s.; 1 B, 3 knees broken; vessel with wind S. W. could get out; ebb tide I should prefer; flood tide not so well; shore S. W. by S.; with such a wound I could stay on her long.

Respondents' evidence.

Michael Bunt.—Was on board at the time of the collision, and was wheelsman; my duty was to attend to the head-lines; was on the forward top, over the forward deck, on the starboard side of the vessel. Vessels very thick up as far round as Dye street; no other place where we could get in conveniently; came round a brig's stern, the boat was slewed before we came round the brig, and headed up the river; stopped her, got under the brig's stern before we saw the schooner; stopped as soon as we saw her; pilot hailed the schooner to know how he was going, and said hard down; no answer. I saw the helm; no one at the helm, that I saw; none there till the hail, then saw a man run aft and shove helm hard down; kept it there, till she began to come up in the wind, and shoved it back; she felt the helm; pilot sung out, Why don't you shove hard down and keep it so? He shoved it down and shoved it up again, and it was up when it struck; engine not working; wind S. S. E., breeze to go against ebb tide at 2 or 2½ m.; boom to windward, going up; bowsprit first touched our rail 10 f. on star-side; split a rail; her flying jibboom tore the door off the hinges of the I. N., forward door, not a foot from S. S. Schooner was struck in her star-bow, 3 feet from stern of schooner; boat then, after the blow, went ahead to avoid foul of the ship; tide ebb, 5 or 6 n.

Capt. Peck told the schooner to go in the slip; the man in schooner said he did not know what to do. Nearly ½ hour, between 20 and 30 minutes, she careened over; they got her headed up the river; went ahead up the river; stemmed the tide, and a little more. I think, if they had worked it right, they might have got her in; steamboat could have done no more; the schooner might gone clear by keeping helm down; schooner headed W. S. W. about when I first saw her. Rotten wood on our stern, two scratches.

X-Ex.—15 feet forward.

Libellants again.

Capt. Story again.—With his survey book; the survey is July 30; the blow was on her st. bow; the shore is S. by W., and ½ W. 1½ from S., S. 1½ from S.

Capt. Joshua Robinson.—With a breeze stronger than the current, with W. S. W. by W. would get out; without such a breeze could not; tide on one bow and wind on the other.

John T. White.—I was agent in repairing this vessel; saw her first off the Battery 17th July; tow-boat hold of her; timbers not rotten, strong, and new almost; saw her often, wound the same; did all I could, as much as if owned by me.

Jesse Ames.—Good chance to get out with a light wind and ebb tide, slack tide; wind S. W., then course would be W. N. W., ebb strong W. S. W., owing to strength of tide and wind.

Capt. Groshon, recalled.—Got on board the schooner 5 m. after the blow; stayed on her till she rolled over; 5 or 6 m. longer; it was impossible to get her into a slip; we calculated to get her into a slip, but could not; it was impossible, as long as there is the least air in the world S. S. W., get out against tide.

Capt. Hitchcock.—Capt. of the Oswego, a tow-boat; was near the collision; part off against Courtland st.; 3 or 4 length of boats; alongside except one barge; got in by rounding to and dropped down; 200 feet off the end of the wharf; saw the I. N. when she was backing; saw the collision; saw the I. N. coming between brig and ship; she could come in no other way; brig was off Cedar street; schooner was abreast the brig, and might have been 200 f. off.

X-Ex.—20 boats in tow; we rounded to well up; Barclay street; there was not room for us to go down farther; got in 7 or 8 in the morning; waited for her to get out of the way; she left and gave a chance to get in.

Henry Lewis.—Agrees with last.

Mr. Gitchel, recalled.—Capt. the same, and swears to the ownership.

Mr. Hoit Jessee.—Sold the *flower* and bought the

At a stated term of the district court of the United States of America, for the southern district of New York, held at the city hall in the city of New York, on Monday, the third day of November, in the year of our Lord one thousand eight hundred and fifty-one:

Present, the honorable Andrew T. Judson, district judge.

JONATHAN CROCKETT
vs.
THE STEAMBOAT ISAAC NEWTON. } *Libel suit for loss of cargo.*

This case having been heard on the pleadings and proofs, and argued by the advocates for the respective parties, and due deliberation being had in the premises, it is now ordered, adjudged, and decreed by the court, that the libel be dismissed with cost.

ANDREW T. JUDSON.

Final decree filed November 3d, 1851.

November 17, 1851.—The libellants file notice of appeal as follows:

U. S. DISTRICT COURT.

JONATHAN CROCKETT et al.
vs.
THE STEAMBOAT ISAAC NEWTON, &c.

SIR: Please take notice that the libellants intend to appeal from the final decree in this cause.

Yours, &c.,
C. L. BENEDICT, *Libellants' proctor.*

Dated November 17, 1851.

To GEO. W. MORTON, esq., *U. S. district court clerk.*
H. B. COWLES, *Respondent's proctor.*

No. of appeal filed November 17, 1851.

OF THE UNITED STATES OF AMERICA,
For the southern district of New York, in the second circuit.

JONATHAN CROCKETT, ARCHIBALD C. SPALDING, GEORGE GREGORY, CHRISTOPHER DYER, and NATHANIEL DYER, libel'ts and appel'nts,
vs.
THE STEAMBOAT "ISAAC NEWTON," her tackle, &c.—ISAAC NEWTON et al., claimants and appellees.
Bond for costs.

Know all men by these presents, that we, John T. White, of the city of New York, merchant, and Freeman B. Farewell, of the same city, merchant, are held and firmly bound unto the above named Isaac Newton et al., appellees, in the sum of five hundred dollars, to be paid to the said appellees, for the payment of which, well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents; sealed with our seals, and dated the twenty-fifth day of February, in the year of our Lord one thousand eight hundred and fifty-two.

Whereas, the above named appellants have prosecuted an appeal to the circuit court of the United States for the southern district of New York, in the second circuit, to reverse the decree rendered in the above entitled suit, by the judge of the district court of the United States for the southern district of New York:

Now, therefore, the condition of this obligation is such, that if the above named appellants shall prosecute their appeal to effect, and answer all damages and costs if they fail to make their appeal good, then this obligation shall be void, otherwise the same shall be and remain in full force and virtue.

J. T. WHITE, [L. S.]
F. B. FAREWELL. [L. S.]

Sealed and delivered, and taken and acknowledged, this 25th day of February, 1852, before me.

CHS. ELLIOT SCOVILLE,
U. S. Commissioner.

UNITED STATES OF AMERICA,
Southern district of New York, ss:

John T. White and Freeman B. Farewell, of the said district, merchants, being duly sworn, depose and say, and each for himself saith, that he is worth the sum of one thousand dollars, over and above all his just debts and liabilities.

F. B. FAREWELL,
J. T. WHITE.

Sworn to this twenty-fifth day of February, A. D. 1852, before me.

CHS. ELLIOTT SCOVILLE,
U. S. Commissioner.

U. S. CIRCUIT COURT.

JONATHAN CROCKETT, ARCHIBALD C. SPALDING, GEORGE GREGORY, CHRISTOPHER DYER, and NATHANIEL DYER, libellants and appellants,
vs.
THE STEAMBOAT "ISAAC NEWTON," her tackle, &c.—ISAAC NEWTON et al., claimants and appellees.

To the honorable the circuit court of the United States for the southern district of New York, in the second circuit.

The appeal of Jonathan Crockett, Archibald C. Spalding, George Gregory, Christopher Dyer and Nathaniel Dyer, libellants and appellants, respectfully showeth:

That on or about the sixth day of August, in the year one thousand eight hundred and fifty, the libellants exhibited their libel in the district court of the United States for the southern district of New York, against the steamboat Isaac Newton, her tackle, apparel, and furniture, and against all persons intervening for their interest therein, claiming over fifty dollars, and praying among other things that the said steamboat might be condemned and sold to pay the sum demanded in said libel, with costs, as will more fully appear by reference to said libel, and to which, for the contents thereof, these appellants crave leave to refer.

That process thereon having been waived by the respective parties on or about the said sixth day of August aforesaid, Isaac Newton appeared in said district court, and claimed the said vessel; and thereafter, on or about the twenty-first day of September in the same year, filed his answer to said libel, praying among other things that said libel might be dismissed with costs in that behalf, as by reference to said

answer will more fully appear, and to which, for the contents thereof, these appellants crave leave to refer.

That a replication to said answer having been duly filed by these appellants, the said cause thereafter, *and* or about the twenty-third, twenty-fourth, and twenty-fifth days of October, one thousand eight hundred and fifty-one, came on to be heard before the honorable Andrew T. Judson, then judge of the said district, upon the depositions and proofs adduced by the respective parties, and the said judge having advised thereon, on or about the third day of November then next, made a decree therein, dismissing the said libel with costs.

And these appellants are advised and insist that the said decree and every part thereof is erroneous, inasmuch as the libellants were entitled to recover of the said steamboat the amount by them demanded in their said libel.

And these appellants, for these and other reasons, appeal from the whole of said decree to the next circuit court to be held in said district, (and on said appeal they intend to have said cause heard anew in the circuit court, on the pleadings and proofs in the district court, and other proofs to be introduced in the said circuit court,) and they pray that the record and proceedings may be returned to the circuit court, and the said decree and every part thereof may be reversed with costs, and that said vessel may be condemned and sold to pay the demand of the libellants, together with their costs to be taxed.

C. L. BENEDICT,
Proct. for lib'lts and app'lts.

At a stated term of the circuit court of the United States of America for the southern district of New York, in the second circuit, held at the city hall in the city of New York, on Monday, the sixth day of November, in the year of our Lord one thousand eight hundred and fifty-four:

Present, the honorable Samuel Nelson, an associate justice of the Supreme Court of the United States.

THE STEAMBOAT ISAAC NEWTON, her tackle, &c.—DANIEL DREW, claimant and appellee,
ads.
JONATHAN CROCKETT et al., libellants and appellants.

This cause having been heard on the appeal, on the proofs and allegations of the parties, and due deliberation being thereupon had, on motion of Henry B. Cowles, proctor for the claimant and appellee, it is ordered, adjudged, and decreed, that the decree in the district court in this cause be in all things affirmed, with costs; and, on like motion, it is ordered that, unless an appeal be taken from the decree of this court within ten days, the appelee have execution, and that the stipulators cause their stipulations to be fulfilled.

SUPREME COURT OF THE UNITED STATES.

JONATHAN CROCKETT, ARCHIBALD C. SPAULDING, JOHN GREGORY, CHRISTOPHER DYER, and NATHANIEL DYER, libellants and appellants,

vs.

THE STEAMBOAT ISAAC NEWTON, her tackle, &c.—ISAAC NEWTON and others, claimants and respondents.

To the honorable the Supreme Court of the United States:

The appeal of Jonathan Crockett, Archibald C. Spaulding, John Gregory, Christopher Dyer, and Nathaniel Dyer, the above named libellants and appellants, respectfully showeth: That on or about the sixth day of August, in the year 1850, the appellants, Jonathan Crockett and others, above named, filed their libel in the district court of the United States for the southern district of New York, against the Steamboat Isaac Newton, her tackle, apparel, &c., and against all persons lawfully intervening for their interest therein, in a cause of collision, civil and maritime, in and by which it was prayed that process might issue against the said steamboat; and that all persons having or pretending to have any right, title, or interest therein, might be cited to appear and answer, upon oath, the allegations of said libel; and that said court would decree payment to the libellants of the damages by them in said libel claimed to be due, amounting to between two and three thousand dollars.

That thereupon, Isaac Newton, one of the owners of the said steamboat, intervening for the interest of himself and others, owners of the said steamboat, filed stipulations for costs in the sum of two hundred and fifty dollars, and for value in the sum of three thousand dollars, and the claim and answer of the said Isaac Newton; which answer, among other things, denies that the libellants are entitled to recover of the said vessel the damages claimed by them to be due, and prays that the said libel may be dismissed with costs.

That a general replication was thereafter duly filed, and the said cause came on to be heard before the honorable Andrew T. Judson, sitting as judge of the district court aforesaid, on or about the twenty-third, twenty-fourth, and twenty-fifth days of October, one thousand eight hundred and fifty-one; and the said judge having advised thereon, subsequently made a decree dismissing said libel with costs.

That after such decree, the libellants duly appealed therefrom to the next circuit court of the United States to be held in said district, and the said cause was removed thereby to said circuit court, and there tried anew upon the pleadings and proofs adduced in the district court, and new proofs adduced in the circuit court; and such proceedings were thereupon had, that on or about the sixth day of November, one thousand eight hundred and fifty-four, the said circuit court made a final decree in said cause, affirming the decree of the district court and

dismissing the said libel; which said decree of the said circuit court is, as the appellants are advised, erroneous and ought to be reversed.

Wherefore, these appellants appeal from the whole of said decree of said circuit court to the Supreme Court of the United States, and respectfully pray that the said decree of the circuit court, and the libel, answer, pleadings, depositions, evidence, and proceedings in said cause, may be sent to the Supreme Court of the United States without delay, and that the said Supreme Court will proceed to hear the said cause anew, upon the pleadings and proofs in said circuit court, and such other evidence as may be adduced in the said Supreme Court; and that the said decree, and every part thereof, may be reversed with costs, and such sum be decreed to the libellants as they shall in law and justice be entitled to receive, or such other or further decree made as to the said Supreme Court shall seem just.

Dated New York, December 30, 1854.

C. L. BENEDICT, *Proctor.*
E. C. BENEDICT, *Advocate.*

CIRCUIT COURT OF THE UNITED STATES OF AMERICA,
For the southern district of New York, in the second circuit.

JONATHAN CROCKETT, ARCHIBALD C. SPALDING, JOHN GREGORY, CHRISTOPHER DYER, and NATHANIEL DYER, libellants and appellants,
vs.
THE STEAMBOAT ISAAC NEWTON, her tackle, &c.—ISAAC NEWTON, claimant and appellee.
} *Bond for costs.*

Know all men by these presents, that we, John T. White and Samuel Duncan, of the city of New York, merchants, No. 25, Coenties Slip, are held and firmly bound unto the above named claimant and appellee in the sum of five hundred dollars to be paid to the said appellee, for the payment of which, well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents; sealed with our seals, and dated the twenty-second day of December, in the year of our Lord one thousand eight hundred and fifty-four.

Whereas, the above named libellants and appellants have prosecuted an appeal to the Supreme Court of the United States, at the city of Washington, in the District of Columbia, to reverse the decree rendered in the above entitled suit by the judge of the circuit court of the United States for the southern district of New York:

Now, therefore, the condition of this obligation is such, that if the above named libellants and appellants shall prosecute their appeal to effect, and answer all damages and costs if they fail to make their appeal good, then this obligation shall be void, otherwise the same shall be and remain in full force and virtue.

J. T. WHITE, [L. S.]
SAM'L DUNCAN. [L. S.]

Sealed and delivered, and taken and acknowledged, this 22d day of Dec'r, 1854, before me.

CHA'S ELIOT SCOVILLE,
U. S. Comm'r.

UNITED STATES OF AMERICA,
Southern district of New York, ss:

John T. White and Samuel Duncan, being duly sworn, depose and say, and each for himself saith, that he is worth the sum of one thousand dollars, over and above all his just debts and liabilities.

J. T. WHITE,
SAMUEL DUNCAN.

Sworn to this 22nd day of Dec'r, A. D. 1854, before me.

CHA'S ELIOT SCOVILLE,
U. S. Comm'r.

I approve the above bond and sureties, December 30, 1854.

SAM'L R. BETTS.

By the honorable Samuel R. Betts, one of the judges of the circuit court of the United States for the southern district of New York, in the second circuit.

To ISAAC NEWTON:

Whereas Jonathan Crockett, Archibald C. Spalding, John Gregory, Christopher Dyer, and Nathaniel Dyer, libellants, have lately appealed to the Supreme Court of the United States from a decree lately rendered in the circuit court of the United States for the southern district of New York, in the second circuit, made in favor of the Steamboat "Isaac Newton," her tackle, &c., and of you, the said Isaac Newton, claimant and respondent, against the said libellants, and have given the security required by law: You are, therefore, cited to appear before the said Supreme Court of the United States, at the city of Washington, on the third day of February next, to do and receive what may appertain to justice to be done in the premises.

Given under my hand at the city of New York, in the southern district of New York, in the second circuit, this thirtieth day of December, in the year of our Lord one thousand eight hundred and fifty-four, and of the independence of the United States the seventy-ninth.

SAMUEL R. BETTS.

Endorsed:

UNITED STATES CIRCUIT COURT.

JONATHAN CROCKETT et al. vs. THE S. B. ISAAC NEWTON. } Citation.

Filed December 30, 1854.

U. S. SUPREME COURT.

JONATHAN CROCKETT and al., libellants and appellants,
vs.
THE STEAMBOAT "ISAAC NEWTON," her tackle, &c.—ISAAC NEWTON, claimant and appellee.

Affidavit of service.

SOUTHERN DISTRICT OF NEW YORK, *ss:*

William D. Jones, of the city of New York, being duly sworn, doth depose and say, that he did, on the thirtieth day of December, in the year one thousand eight hundred and fifty-four, serve Isaac Newton, the claimant and appellee in the above entitled action, with a copy of the annexed citation, by delivering the same to him personally.

WM. D. JONES.

Sworn to before me this 16th day of January, 1855.

R. E. STILWELL,
U. S. Commissioner.